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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

LAURA MEGILL, individually, and as natural
 parent and guardian of BROOKE MEGILL, a
 minor, and ALAINA MEGILL, a minor,

2:11-cv-01964-KJD-GWF

Plaintiff,

vs.

**STIPULATION AND ORDER TO
 DISMISS COMPLAINT WITHOUT
 PREJUDICE AND SUBMIT CLAIMS TO
 BINDING ARBITRATION**

METROPOLITAN DIRECT PROPERTY AND
 CASUALTY INSURANCE COMPANY;
 METROPOLITAN DIRECT PROPERTY AND
 CASUALTY INSURANCE COMPANY dba
 METLIFE AUTO & HOME; METROPOLITAN
 GROUP PROPERTY AND CASUALTY
 INSURANCE COMPANY; METROPOLITAN
 GROUP PROPERTY AND CASUALTY
 INSURANCE COMPANY dba METLIFE
 AUTO & HOME; METROPOLITAN
 PROPERTY AND CASUALTY INSURANCE
 COMPANY; METROPOLITAN PROPERTY
 AND CASUALTY INSURANCE COMPANY
 dba METLIFE AUTO & HOME; METLIFE
 INSURANCE COMPANY OF
 CONNECTICUT; METLIFE INSURANCE
 COMPANY OF CONNECTICUT dba
 METLIFE AUTO & HOME; METLIFE
 AUTO & HOME; DOES I through X, inclusive;
 and ROE BUSINESS ENTITIES I through X,
 inclusive,,

Defendants.

IT IS HEREBY STIPULATED and agreed by and between Plaintiffs LAURA MEGILL,
 individually, and as natural parent and guardian of BROOKE MEGILL, a minor, and ALAINA
 MEGILL, a minor (“Plaintiffs”) and Defendants METROPOLITAN DIRECT PROPERTY AND
 CASUALTY INSURANCE COMPANY; METROPOLITAN DIRECT PROPERTY AND
 CASUALTY INSURANCE COMPANY dba METLIFE AUTO & HOME; METROPOLITAN

GROUP PROPERTY AND CASUALTY INSURANCE COMPANY; METROPOLITAN GROUP PROPERTY AND CASUALTY INSURANCE COMPANY dba METLIFE AUTO & HOME; METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY; METROPOLITAN PROPERTY AND CASUALTY INSURANCE COMPANY dba METLIFE AUTO & HOME; METLIFE INSURANCE COMPANY OF CONNECTICUT; METLIFE INSURANCE COMPANY OF CONNECTICUT dba METLIFE AUTO & HOME; METLIFE AUTO & HOME (hereafter "METLIFE"), by and through their respective undersigned counsel, that the parties will submit the claims at issue in the above-captioned action to binding contractual arbitration.

Furthermore, in accordance with this agreement, Plaintiffs will withdraw their pending Motion to Compel Arbitration and hereby dismiss, without prejudice, their Complaint in this action, with each party to bear their own fees and costs related to the same.

Dated this 20th day of October 2020.

CAP & KUDLER

/s/ Donald C. Kudler

DONALD C. KUDLER
Nevada Bar No. 5041
3202 West Charleston Boulevard
Las Vegas, Nevada 89102
Attorneys for Plaintiffs

Dated this 20th day of October 2020.

HALL JAFFE & CLAYTON, LLP

/s/ Steven T. Jaffe

STEVEN T. JAFFE
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KEVIN P. KING
Nevada Bar No. 7405
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Las Vegas, Nevada 89128
Attorneys for Defendants METLIFE

Dated this 20th day of October 2020.

TYSON & MENDES, LLP

/s/ Thomas E. McGrath

THOMAS E. MCGRATH
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3960 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
Attorneys for Defendants METLIFE

IT IS SO ORDERED

Dated this 21st day of October, 2020.


UNITED STATES DISTRICT JUDGE